



OUTDOOR

Program administered by Lockton Affinity, LLC
PO Box 410679 | Kansas City, MO 64141-0679
Phone: 844.401.9444
Email: Info@LocktonAffinityOutdoor.com
Web: LocktonAffinityOutdoor.com

March 22, 2021

American Civil War Shooting Association
1922 N. 124th Street
Wauwatosa, WI 53226

Thank you for continuing to choose Lockton Affinity for your insurance needs. Your Commercial General Liability policy will renew on 04/28/2021. Your renewal policy and supporting documents are attached. Information about these documents and action items are outlined below.

- [Your Policy documents for review](#)
The attached policy documents are based on the information you've provided to us. It's important that you take a few moments to review these documents to confirm this information is still accurate.
- [Your Invoice to pay online](#)
This reflects your total annual payment amount. You can pay your invoice online <https://payments.locktonaffinity.com>. Your Account # is 923559. Your payment is due before 04/28/2021.

We truly appreciate your continued business. As a reminder, we always recommend you review your policy documents. If you see anything that isn't consistent with your current needs, if something changes during the year or if you simply have any questions, please contact us so we can help. I look forward to serving you in the future.

The Lockton Affinity Outdoor Client Service Team

Program Tel: 844-401-9444

Account #: 923559

INVOICE

Remittance Copy

Lockton Affinity Outdoor Insurance Program
Insurance Program Administered by Lockton Affinity, LLC
P.O. Box 874952
Kansas City, MO 64187-4952

Page 1

Insured Acct:	923559
Invoice Number:	5589726
Invoice Date:	3/22/2021
Invoice Total:	\$1,208.19

American Civil War Shooting Association
1922 N. 124th Street,
Wauwatosa, WI 53226

Make Payable To:

Lockton Affinity, LLC
P.O. Box 874952
Kansas City, MO 64187-4952

Go to: <https://payments.locktonaffinity.com>

Policy Information

Policy Number:	L202150373	Insured Acct:	923559
Policy Desc:	General Liability Policy	Invoice Number:	5589726
Insurance Company:	Certain Underwriters at Lloyd's, London	Invoice Date:	3/22/2021
Name of Insured:	American Civil War Shooting Association	Invoice Total:	\$1,208.19
Policy Period:	04/28/2021 to 04/28/2022		
Transaction Desc:	Premium		
Transaction Eff Date:	04/28/2021		

	Amount
Commercial General Liability	\$1,043.00
Tax	\$35.19
NRA Membership Dues	\$40.00
Program Administrator Service Charge	\$90.00

Due Date: 4/13/2021

Total: \$1,208.19

Insurance coverage and/or services are subject to cancellation if payment is not received in our office
by the due date shown above.

Client acknowledges that:

- 1) Lockton Affinity, LLC (hereinafter "Lockton"), as the insurance broker/agent and administrator for this program, will receive certain compensation, including standard commission, from an insurer, intermediary or other third party as a result of the sale of insurance to you. In addition, Lockton, in its role as administrator of the program, may charge the Program Administrator Service Charge as listed above which compensates Lockton for services performed, and related costs incurred, for and on behalf of the program participants. This charge is not part of any premium paid to any carrier and is non-refundable in the event of cancellation.
- 2) The compensation received by Lockton may differ depending on the product, insurer, intermediary or other third party.
- 3) Lockton may also receive certain incentive compensation, including contingency payments and bonuses as a result of being the insurance broker/agent for this program, from an insurer, intermediary or other third party based upon factors such as premium volume placed with a particular insurer or through a particular intermediary and loss or claims experience.

By Client's signature of the initial Request to Bind Coverage Form and consent and agreement to the Lockton Services and Compensation Summary provided therewith and by Client's submission of payment pursuant to this invoice, Client consents and agrees to Lockton's ability to receive the compensation outlined herein under all circumstances.

Named Insured: American Civil War Shooting Association

Policy Number: L202150373

Policy Period: 04/28/2021 to 04/28/2022

IN COMPLIANCE WITH STATE REQUIREMENTS, PLEASE SEE BELOW NOTICE TO YOU CONCERNING THE PLACEMENT OF YOUR INSURANCE COVERAGE WITH A SURPLUS LINES INSURER. PLEASE REVIEW THE NOTICE(S) SPECIFIC TO YOUR STATE.

Alabama

This contract is registered and delivered as a surplus lines coverage under the Alabama Surplus Lines Insurance Law.

Alaska

This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS. §21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS. §21.80.

ALASKA POLICYHOLDER NOTICE 3 AAC 25.050

This policy is issued by a nonadmitted or surplus lines insurer. Insurance may only be purchased from nonadmitted insurers if the full amount, kind, or class of insurance cannot be obtained from insurers who are admitted to do business in the State of Alaska. Your broker or the surplus lines broker has determined that this was true on the date the policy was placed. Before issuing a renewal policy or extending this policy, remarketing is required. To avoid intentional or unintentional extension of coverage in the surplus lines market when an admitted market for that coverage exists, a nonadmitted insurer is prohibited from the automatic renewal or extension of a policy without remarketing by your broker or the surplus lines broker.

In order to comply with the Alaska Administrative Code, the following notice is given:

You are hereby notified that, under 3 AAC 25.050, your policy will terminate effective no later than the date and time of its expiration. We reserve the right to cancel this policy sooner than the expiration date by giving you notice of cancellation as required in AS 21.36.220. You may request through your broker that a new policy from the surplus lines broker be concurrent with the effective date of the termination of this policy.

You are also notified that a new policy, if issued by us, is subject to rating, which may result in a premium increase of more than ten percent (10%). As required by 3 AAC 25.050, you are hereby notified that any subsequent policy issued by us may be subject to a ten percent (10%) or more increase in premium. The actual premium will be based upon rates that apply at the time a subsequent policy, if any, is issued and will be made available to you before the effective date of the new policy, or the date subsequent coverage is bound, whichever occurs first.

If you have questions regarding the notice form, please contact Dee Ann Teseneer by phone at (907) 465-4610, by fax at (907) 465-3422, or by e-mail at deeann.teseneer@alaska.gov.

Arizona (Non-Domestic)

Pursuant to §20-401.01, subsection B, paragraph 1, Arizona Revised Statutes, this policy is issued by an insurer that does not possess a certificate of authority from the director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insured or claimants will not be eligible for insurance guaranty fund protection pursuant to title 20 Arizona Revised Statutes.

Arizona (Domestic)

If the surplus lines policy or evidence of coverage is issued by **a domestic surplus lines insurer**:
If the insurer that issued this policy becomes insolvent, insured or claimants will not be eligible for insurance guaranty fund protection pursuant to title 20, Arizona Revised Statutes.

Arkansas

This contract is registered and delivered as a surplus lines coverage under the Surplus Lines Insurance Law, and it may in some respects be different from contracts issued by insurers in the admitted markets, and, accordingly, it may, depending upon the circumstances, be more or less favorable to an insured than a contract from an admitted carrier might be. The protection of the Arkansas Property and Casualty Guaranty Act does not apply to this contract. A tax of four percent (4%) is required to be collected from the insured on all surplus lines premiums.

California

IMPORTANT NOTICE:

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.**
- 6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on**

the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

D-2 (Effective January 1, 2020)

Colorado

This contract is delivered as surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an eligible nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.

Connecticut

NOTICE

THIS IS A SURPLUS LINES POLICY AND IS NOT PROTECTED BY THE CONNECTICUT INSURANCE GUARANTY ASSOCIATION OR SUBJECT TO REVIEW BY THE CONNECTICUT INSURANCE DEPARTMENT. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS POLICY.

Delaware

This insurance contract is issued pursuant to the Delaware Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Delaware Insurance Department. This insurer does not participate in insurance guaranty funds created by state law. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.

Florida

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carrier do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Georgia

This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.

Hawaii

This insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii.

Idaho

THIS SURPLUS LINES CONTRACT IS ISSUED PURSUANT TO THE IDAHO INSURANCE LAWS BY AN INSURER NOT LICENSED BY THE IDAHO DEPARTMENT OF INSURANCE. THERE IS NO COVERAGE PROVIDED FOR SURPLUS LINES INSURANCE BY EITHER THE IDAHO INSURANCE GUARANTY ASSOCIATION OR BY THE IDAHO LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION.

Illinois(Domestic)

Notice to Policyholder: This contract is issued, by a domestic surplus line insurer, as defined in Section 445a, pursuant to Section 445 and as such is not covered by the Illinois Insurance Guaranty Fund.

Illinois(Other)

Notice to Policyholder: This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.

Indiana

None

Iowa

This policy is issued, pursuant to Iowa Code §515.120, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.

Kansas

This policy is issued by an insurer not authorized to do business in Kansas and, as such, the form, financial condition, and rates are not subject to review by the Commissioner of Insurance and the insured is not protected by any guaranty fund.

Kentucky

This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a


member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.

Louisiana

This insurance policy is delivered as a surplus lines coverage under the Louisiana Insurance Code.

In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association which guarantees only specific types of policies issued by insurance companies authorized to do business in Louisiana.

This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:



Signature of Licensed Louisiana Surplus Lines Broker or Authorized Representative

Lockton Affinity, LLC – Jeffrey Hewitt – Lockton Affinity, LLC License #187121

Printed Name of Licensed Louisiana Surplus Lines Broker

Maine

This insurance contract is issued pursuant to the Maine Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Maine Bureau of Insurance.

Maryland

This insurance is issued by a nonadmitted insurer not under the jurisdiction of the Maryland Insurance Commissioner.

Massachusetts

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance, and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

Michigan

This insurance has been placed with an insurer that is not licensed by the State of Michigan. In case of insolvency, payment of claims may not be guaranteed.

Minnesota (ELIGIBLE SURPLUS LINES CARRIERS)

THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT

GUARANTEED.

Mississippi

Note: This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.

Missouri

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Guaranty Association. The insurer is not licensed by the state of Missouri and is not subject to its supervision.

Montana

NOTICE: This coverage is issued by an unauthorized insurer that is an eligible surplus lines insurer. If this insurer becomes insolvent, there is no coverage by the Montana Insurance Guaranty Association under the Montana Insurance Guaranty Association Act. (MCA § 33-2-303).

Nebraska

This policy is issued by a nonadmitted insurer, and in the event of the insolvency of such insurer, this policy will not be covered by the Nebraska Property and Liability Insurance Guaranty Association.

Nevada

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

New Hampshire

The company issuing this policy has not been licensed by the state of New Hampshire and the rates charged have not been approved by the commissioner of insurance. If the company issuing this policy becomes insolvent, the New Hampshire insurance guaranty fund shall not be liable for any claims made against the policy.

New Jersey

This policy is written by a surplus lines insurer and is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance. The insurer has been approved by the Department as an eligible surplus lines insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical malpractice liability insurance as defined in N.J.S.A. 17:30D-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund.

New Mexico

This policy provides surplus lines insurance by an insurer not otherwise authorized to transact business in New Mexico. This policy is not subject to supervision, review, or approval by the superintendent of insurance. The insurance so provided is not within the protection of any guaranty fund law of New Mexico designed to protect the public in the event of the insurer's insolvency.

New York

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

North Carolina

The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State Insurance Guaranty Fund.

North Dakota

NOTICE

1. An insurer that is not licensed in this state is issuing the insurance policy that you have applied to purchase. These companies are called “nonadmitted” or “surplus lines” insurers.
2. The insurer is not subject to the financial solvency regulation and enforcement that applies to licensed insurers in this state.
3. These insurers generally do not participate in insurance guaranty funds created by state law. These guaranty funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
4. Some states maintain lists of approved or eligible surplus lines insurers and surplus line producers may use only insurers on the lists. Some states issue orders that particular surplus lines insurers cannot be used.
5. For additional information about the above matters and about the insurer, you should ask questions of your insurance producer or surplus lines producer. You may also contact your insurance department consumer help line.

Ohio

The insurance hereby evidenced is written by an approved nonlicensed insurer in the State of Ohio and is not covered in case of insolvency by the Ohio Insurance Guaranty Association.

Oklahoma

This policy is not subject to the protection of any guaranty association in the event of liquidation or receivership of the surplus lines insurer. (Okla. Stat. Ann. tit. §36, 1111).

Oregon

This is evidence of insurance procured and developed under the Oregon Surplus Lines Laws. It is not covered by the provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance become insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this evidence of insurance.

Pennsylvania

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is not covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.

Rhode Island

THIS INSURANCE CONTRACT HAS BEEN PLACED WITH AN INSURER NOT LICENSED TO DO BUSINESS IN THE STATE OF RHODE ISLAND BUT APPROVED AS A SURPLUS LINES INSURER. THE INSURER IS NOT A MEMBER OF THE RHODE ISLAND INSURERS INSOLVENCY FUND. SHOULD THE INSURER BECOME INSOLVENT, THE PROTECTION AND BENEFIT OF THE RHODE ISLAND INSURANCE INSOLVENCY FUND ARE NOT AVAILABLE.

South Carolina

This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this State as an eligible surplus lines insurer, but it is not afforded guaranty fund protection.

South Dakota

THIS INSURANCE CONTRACT IS ISSUED BY A NONADMITTED INSURER WHICH IS NOT LICENSED BY NOT UNDER THE JURISDICTION FO THE SOUTH DAKOTA INSURANCE DIRECTOR.

Tennessee

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus lines coverage pursuant to the Tennessee insurance statutes.

Texas

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Utah

The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah Insurance Commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, Chapter 28. (UC 31A-45-103 [8]).

Vermont

The company issuing this policy has not been licensed by the State of Vermont and the rates charged have not been approved by the Commissioner of Financial Regulation. Any default on the part of the insurer is not covered by the Vermont Insurance Guaranty Association.

Virginia

NOTICE TO INSURED

THE INSURANCE POLICY THAT YOU HAVE APPLIED FOR HAS BEEN PLACED WITH OR IS BEING OBTAINED FROM AN INSURER APPROVED BY THE STATE CORPORATION COMMISSION FOR ISSUANCE OF SURPLUS LINES INSURANCE IN THE COMMONWEALTH, BUT NOT LICENSED OR REGULATED BY THE STATE CORPORATION COMMISSION OF THE COMMONWEALTH OF VIRGINIA. THEREFORE, YOU, THE POLICYHOLDER, AND PERSONS FILING A CLAIM AGAINST YOU ARE NOT PROTECTED UNDER THE VIRGINIA PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION ACT (§§38.2-1600 et seq.) OF THE CODE OF VIRGINIA AGAINST DEFAULT OF THE COMPANY DUE TO INSOLVENCY. IN THE EVENT OF INSURANCE COMPANY INSOLVENCY, YOU MAY BE UNABLE TO COLLECT ANY AMOUNT OWED TO YOU BY THE COMPANY REGARDLESS OF THE TERMS OF THIS INSURANCE POLICY, AND YOU MAY HAVE TO PAY FOR ANY CLAIMS MADE AGAINST YOU. [Virginia Form SLB-9 (Rev. 9/96)] (Va. Code Ann. §38.2-4806).

Washington

This contract is registered and delivered as a surplus line coverage under the Insurance Code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

West Virginia

THIS COMPANY IS NOT LICENSED TO DO BUSINESS IN WEST VIRGINIA, AND IS NOT SUBJECT TO THE WEST VIRGINIA INSURANCE GUARANTY ACT.

Wisconsin

This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus lines coverage pursuant to s. 618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3 percent tax on gross premium.

Wyoming

This insurance contract is issued pursuant to the Wyoming Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Wyoming Insurance Department. In the event of insolvency of the surplus lines insurer, losses will not be paid by the Wyoming Insurance Guaranty Association.

Revised June 22, 2020

POLICY HOLDER NOTICE

A.M. BEST RATING

CERTAIN UNDERWRITERS AT LLOYD’S, LONDON

A.M. Best Rating: **A (Excellent)**

A.M. Best Company is a worldwide insurance-rating and information agency. **This rating reflects the A.M. Best Company's opinion of an insurer's financial strength and ability to meet ongoing obligations to policyholders** based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile and, where appropriate, the specific nature and details of a rated debt security. A.M. Best Company is not engaged in the offer or sale of any security and does not provide investment advice of any kind. These ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations. Further, **all ratings, are provided "as is," without warranty of any kind, express or implied.** The rating information is the current rating provided by A.M. Best as of the date your insurance policy was mailed to you and is subject to change without notice.

Best's is a registered trademark of the A.M. Best Company, Inc. The rating symbols "A++", "A+", "A", "A-", "B++" and "B+" are registered certification marks of the A.M. Best Company, Inc. Below is a table providing a brief explanation of the rating symbols.

More detailed information about A.M. Best company and their rating methodology can be viewed on their
Website: www.ambest.com.

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS			
	RATING	DESCRIPTOR	DEFINITION
Secure	A++, A+	Superior	Assigned to companies that have, in the opinion of A.M. Best, a superior ability to meet their ongoing obligations to policyholders
	A, A-	Excellent	Assigned to companies that have, in the opinion of A.M. Best, an excellent ability to meet their ongoing obligations to policyholders
	B++, B+	Very Good	Assigned to companies that have, in the opinion of A.M. Best, a very good ability to meet their ongoing obligations to policyholders
Vulnerable	B, B-	Fair	Assigned to companies that have, in the opinion of A.M. Best, a fair ability to meet their ongoing obligations to policyholders, but are financially vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Assigned to companies that have, in the opinion of A.M. Best, a marginal ability to meet their ongoing obligations to policyholders and are financially vulnerable to adverse changes in underwriting and economic conditions.
	C, C-	Weak	Assigned to companies that have, in the opinion of A.M. Best, a weak ability to meet their ongoing obligations to policyholders and are financially very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Assigned to companies that have, in the opinion of A.M. Best, a poor ability to meet their ongoing obligations to policyholders and are financially extremely vulnerable to adverse changes in underwriting and economic conditions.
	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries / affiliates) that have been placed by an insurance regulatory authority under a significant form of supervision, control or restraint whereby they are no longer allowed to conduct normal ongoing insurance operations. This would include conservatorship or rehabilitation, but does not include liquidation. It may also be assigned to companies issued cease and desist orders by regulators outside their home state or country.
	F	In Liquidation	Assigned to companies that have been placed under an order of liquidation by a court of law or whose owners have voluntarily agreed to liquidate the company. Note: Companies that voluntarily liquidate or dissolve their charters are generally not insolvent.
	S	Rating Suspended	Assigned to companies that have experienced sudden and significant events affecting their balance sheet or operating performance whereby the rating implications cannot be evaluated due to a lack of timely or adequate information.

Please Note: Your payment of premium is your acknowledgement of your approval of the placement of your insurance coverage with the insurance company shown on the policy declarations.

Lockton Affinity, LLC has not performed an independent analysis and as such, cannot guarantee or make any representations in regard to the financial condition of any insurance companies with which we place business.

Please refer to www.ambest.com for the latest information.

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD \$53.71
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Canopus (CNP) 444 Syndicate on behalf of
certain underwriters at Lloyd's

Print Name

L202150373
Policy Number

Date

LMA9184

09 January 2020

POLICY HOLDER NOTICE



ATTENTION INSURED



FULLY EARNED MINIMUM PREMIUM

The Commercial General Liability Coverage Part is subject to a fully earned minimum premium. The total premium shown in the declarations is the minimum premium for the policy. All premiums will be fully earned and no premium will be returned in the case of cancellation by the Insured. If the Company cancels this insurance, earned premium may be computed on a pro rata basis.

IF YOU HAVE ANY QUESTIONS, WE ENCOURAGE YOU TO CALL YOUR INSURANCE REPRESENTATIVE.

923559



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 923559

DATE (MM/DD/YYYY)

03/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC 10895 Lowell Avenue, Suite 300 Overland Park, KS 66210	CONTACT NAME:	
	PHONE (A/C. No. Ext): 844-401-9444	FAX (A/C. No):
INSURED American Civil War Shooting Association 1922 N. 124th Street Wauwatosa, WI 53226	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Certain Underwriters at Lloyd's, London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
AA1122000		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		L202150373	04/28/2021	04/28/2022	EACH OCCURRENCE	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The NAIC number shown above is the Alien Insurer Identification Number (AIIN) assigned by the National Association of Insurance Commissioners (NAIC).
Event on July 4th
1927 From Required Each Year

CERTIFICATE HOLDER**CANCELLATION**

City of Northville
215 W. Main
Northville, MI 48167

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 923559

DATE (MM/DD/YYYY)

03/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC 10895 Lowell Avenue, Suite 300 Overland Park, KS 66210	CONTACT NAME:	
	PHONE (A/C. No. Ext): 844-401-9444	FAX (A/C. No):
INSURED American Civil War Shooting Association 1922 N. 124th Street Wauwatosa, WI 53226	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Certain Underwriters at Lloyd's, London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
AA1122000		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			L202150373	04/28/2021	04/28/2022	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$ 100,000	
	OTHER:						MED EXP (Any one person)	
							\$ 1,000	
							PERSONAL & ADV INJURY	
							\$ 1,000,000	
							GENERAL AGGREGATE	
							\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	
							\$ 2,000,000	
							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					\$	
							BODILY INJURY (Per accident)	
							\$	
							PROPERTY DAMAGE (Per accident)	
							\$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR						\$	
	EXCESS LIAB						AGGREGATE	
	<input type="checkbox"/> CLAIMS-MADE						\$	
	DED						\$	
	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N					OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT	
							\$	
							E.L. DISEASE - EA EMPLOYEE	
							\$	
							E.L. DISEASE - POLICY LIMIT	
							\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The NAIC number shown above is the Alien Insurer Identification Number (AIIN) assigned by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE HOLDER**CANCELLATION****PROOF OF COVERAGE**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COMMERCIAL DECLARATIONS

Underwriters: Certain UNDERWRITERS, LLOYDS, LONDON

Unique Market Reference Number: B0572NA20NR01

Policy Number: L202150373

Item 1. Named Insured Information

American Civil War Shooting Association
1922 N. 124th Street
Wauwatosa, WI 53226

Item 2. Policy Period

From: 04/28/2021 To: 04/28/2022

Both dates at 12:01 a.m. Local Standard Time at the Address shown in Item 1.

Item 3. Coverages

**This policy consists of the following Coverage Parts for which a premium is indicated.
This premium may be subject to adjustment.**

	Premium
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ \$1,043.00
COMMERCIAL PROPERTY COVERAGE PART	\$ Not Covered
COMMERCIAL INLAND MARINE COVERAGE PART	\$ Not Covered
CERTIFIED ACTS OF TERRORISM	\$ Not Covered
TOTAL PREMIUM	\$1,043.00

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

Item 4. Description of Business: Gun Club

Item 5. Notification of Claim or Suits:

Gibson and Associates
(888) 285-8076

Item 6. Producer

Lockton Affinity, LLC
10895 Lowell Avenue, Suite 300
Overland Park, KS 66210
Toll Free: (844) 401-9444

Item 7. Service of Suit:

Lloyds America, 280 Park Avenue
East Tower, 25th Floor
New York 10017, U.S.A

Item 8. Choice of Law

Kansas

Item 9. Endorsements Effective at Inception

See Schedule of Forms and Endorsements

Item 10. LLOYD'S POLICY

This Insurance (hereinafter referred to as "certificate") is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Authorized Representative (hereinafter referred to as "Correspondent") by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another,

The Insured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

Inquiries. All inquiries regarding this Certificate should be addressed to the following Correspondent: **SEE ITEM. 6**

Signature Required. This Certificate shall not be valid unless signed by the Correspondent on the attached Declarations Page.

Correspondent Not Insurer. The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Policy "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.

Name of Insurer and Percentage Participation on this Risk:

Syndicate	Number	Liability signing
Canopus (CNP)	4444	32.00%
S.A. Meacock (SAM)	727	20.40%
Chaucer (CSL)	1084	20.40%
Atrium (AUW)	609	20.40%
Hiscox	33	6.80%
		100%

The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London. Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

Item 11. Location Schedule

LOC#	ADDRESS (Street, City, County, State, Zip)
101	21001 85th St. Bristol, WI 53104

Item 12. DISCLOSURE PURSUANT TO THE TERRORISM RISK INSURANCE ACT

Terrorism Premium (Certified Acts) \$ SEE ITEM 3

Disclosure of Premium:

In accordance with the federal Terrorism Risk Insurance Act we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for certified acts of terrorism as defined in the Act. The portion of your premium attributable to such coverage is shown in Item 3 of the Common Policy Declarations.

Disclosure of Federal Participation in Payment of Terrorism Losses and Cap On Insurer Participation In Payment Of Terrorism Losses


The United States Government, Department of Treasury, will pay a share of certified acts of terrorism covered under this Policy. You should also know that the terrorism risk insurance act, as amended, contains a statutory CAP that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of

terrorism when the amount of such losses in any one calendar year exceeds the statutory CAP. Please refer to the enclosed Policyholder Disclosure Notice Of Terrorism Insurance Coverage-LMA9184 for additional details.

THIS DISCLOSURE is made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This disclosure does not grant any coverage or change the terms and conditions of any coverage under your policy.

The underwriters have caused this Policy to be signed and attested by its authorized officers, but shall not be valid unless also signed by another authorized representative of the underwriters.

Countersigned: 3/22/2021
(Date)

By 

Authorized Representative

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

SCHEDULE OF TAXES, SURCHARGES AND FEES

DESCRIPTION	AMOUNT
Membership Dues	\$40.00
Program Administrator Service Charge	\$90.00
Tax	\$35.19

SCHEDULE OF FORMS AND ENDORSEMENTS

Form Number and Ed. Date		Title
IL DEC	05 19	Common Policy Declarations
SCHED TAX	05/2019	Schedule of Taxes, Surcharges and Fees
SCHED FORMS	05/2019	Schedule of Forms and Endorsements
CIL CPC	05 19	Common Policy Conditions
CGL CP DEC	05 19	Commercial Liability Coverage Part Declarations
LMA3100	15 Sept 2010	Sanction Limitation and Exclusion Clause
LMA5021	14/09/2005	Applicable Law
LRS IL 00 01	05 19	Service of Suit
LMA5390	1/9/2020	U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause
LRS CG0001C	05 18	Commercial General Liability Coverage Form Gun or Hunt Clubs
LRS CG009	04 06	Fully Earned Minimum Premium Endorsement
LRS 1927	05 18	Blanket Additional Insured By Contract
LRS CG2903	05 18	Combination Endorsement B
CG2100	07 98	Exclusion - All Hazards in Connection With Designated Premises
CGL2199	10 11	Exclusion - Malicious Use of Biological or Poisonous Chemical Materials
<p style="text-align: center;">POLICY HOLDER NOTICES</p> <p>A listing of Policyholder Notices is provided below for your convenience only. Policyholder Notices inform you of various insurance topics that may have impact on your policy. Policyholder Notices do not provide or amend coverage.</p>		
WI		Surplus Lines Warning Language
PHNOTICE NB LRS.	09 12	Policy Holder Notice - Explanation of A.M. Best Rating
LSW1001 (Insurance)	08/94	Severable Liability Notice
LMA9184	1/09/2020	Policyholder Disclosure Notice of Terrorism Insurance Coverage
PHNOTICE GL5	08 06	Policy Holder Notice - Fully Earned Minimum Premium

COMMON POLICY CONDITIONS

ALL COVERAGE PARTS INCLUDED IN THIS POLICY ARE SUBJECT TO THE FOLLOWING CONDITIONS.

A. Cancellation

1. The first Named Insured shown in the Notice of Insurance may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 90 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Notice of Insurance is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Notice of Insurance:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS

Underwriters: Certain UNDERWRITERS, LLOYDS, LONDON

Policy Number: L202150373

Item 1. Limits of Insurance

\$ 2,000,000	General Aggregate Limit (Other Than Products - Completed Operations)
\$ 2,000,000	Products - Completed Operations Aggregate Limit
\$ 1,000,000	Each Occurrence Limit
\$ 1,000,000	Personal and Advertising Injury Limit - Any One Person or Organization
\$ 100,000	Damage to Premises Rented to You Limit - Any One Premises
\$ 1,000	Medical Expense Limit - Any One Person

Item 2. Location of Premises: Location of All Premises You Own, Rent or Occupy

See Location Schedule

Item 3. Classification Schedule:

Classification	Code No.	Premium Basis Members	Advance Premium	
			Premises	Prod/CompOp
Club	48610	160	\$1,043.00	Inc
Additional Insureds		1		
			Total	Inc

Item 4. Audit Period (If Applicable): Annual

Item 5. Endorsements Effective at Inception:

See Schedule of Forms and Endorsements

SCHEDULE OF ADDITIONAL INSUREDS

Named Insured: American Civil War Shooting Association	Effective Date: 04/28/2021 12:01 A.M., Standard Time
--	---

Interest Type	Additional Insured and Mailing Address
Additional Insured	City of Northville - 215 W. Main Northville, MI 48167

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100
15 September 2010

APPLICABLE LAW (U.S.A.)

This insurance shall be subject to the applicable state law to be determined by the courts of competent jurisdiction as determined by the provisions of the Service of Suit Clause (USA) (LMA5020)

14/09/2005

LMA5021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SERVICE OF SUIT CLAUSE

This endorsement modifies insurance provided under the following:

Building And Personal Property Coverage Form

Inland Marine Coverage Part

Protection For Scheduled Gun Shows

Commercial General Liability Coverage Form For Gunsmith Operations

Commercial General Liability Coverage Form For Firearm Related Operations

Commercial General Liability Coverage Form For Gun or Hunt Clubs

Products/Completed Operations Liability Coverage Form For Firearm Related Operations

Professional Liability Insurance

Commercial General Liability Coverage Form for Forest Landowners Affiliated Entities – Landowners and Hunt Clubs

Protection For Forest Landowners Affiliated Entities, Landowners and Hunt Clubs

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon representatives specified for that purpose in the Declarations.

and that in any suit instituted against any one of them upon contract; Underwriters will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance and hereby designate the above mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance.

This endorsement supersedes any Service of Suit Clause found elsewhere in the policy.
All other terms and conditions of the policy remain unchanged.

**U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FOR GUN OR HUNT CLUBS**

PLEASE READ THE ENTIRE FORM CAREFULLY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the insured club named in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or entity identified as such under Section II – Who Is An Insured or as may be added by endorsement to this policy and shown in a Certificate of Insurance issued by the Company.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

**COVERAGE A BODILY INJURY AND
PROPERTY DAMAGE LIABILITY**

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage"

- (1) arising out of or resulting from actions intentionally taken by any insured, notwithstanding and without consideration of the insured's intent to cause the specific resulting harm.
- (2) That any insured expects would result or logically follow as a potential consequence of the action taken.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which any insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That any insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;

- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge, whether or not such activity:
 - (a) Requires a license;
 - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge; if a license is required for such activity.

d. Workers' Compensation and Similar Laws

Any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of any insured arising out of and in the course of:
 - (a) Employment by any insured; or
 - (b) Performing duties related to the conduct of any insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether any insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion includes pollutants released from any source, industrial or otherwise, and is not limited to industrial use, release, byproducts, or waste.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) The operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

- (6) Watercraft that is less than 26 feet with maximum of 150 HP and is used solely for transporting of hunters to hunt sites, placing or retrieving of decoys (or similar hunting paraphernalia), or fishing. Coverage does not apply for any activities, such as use as a duck blind, when firearms are discharged.

- (7) "Bodily injury" or "property damage" arising out of

- (a) The maintenance or use of a "hired auto" by you or your "employees" in the course of your business.
- (b) The use of a "non-owned auto" by any person other than you in the course of your business.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, usurped power, rebellion, revolution, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

- (1) Property you are transporting, property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of any insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

p. Nuclear Energy Liability

"Bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- (3) "Bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (a) The "nuclear material" (i) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (ii) has been discharged or dispersed therefrom;
 - (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (c) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion, "property damage" includes all forms of radioactive contamination of property.

q. Gun Shows

"Bodily injury" or "property damage" arising out of or related to :

- (1) Activities performed by or on behalf of any Insured, and/or operations necessary to the promotion and holding of gun or firearm shows or
- (2) Any premises including the building(s) and land, used in connection therewith, owned, rented or leased by any Insured for the purpose of holding one or more gun or firearm shows or
- (3) Any event where tickets are sold.

This exclusion applies regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

r. Historical Re-enactments

This insurance does not apply to "bodily injury" or "property damage" arising out of:

- (1) Activities performed by or on behalf of any Insured, and/or operations necessary to the promotion and holding of Historical Re-enactments involving the use of any firearms or weapons of any kind or
- (2) Any premises including the building(s) and land, used in connection therewith, owned, rented or leased by any Insured for the purpose of holding one or more Historical Re-enactments involving the use of any firearms or weapons of any kind or.

This exclusion applies regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of any insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of any insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations.

d. Contractual Liability

"Personal and advertising injury" for which any insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that an insured would have in the absence of the contract or agreement.

e. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

f. Quality or Performance of Goods – Failure to Conform to Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform to any statement of quality or performance made in your "advertisement".

g. Wrong Description of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

h. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

i. Insureds in Media and Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content or web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

j. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any insured exercises control.

k. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

l. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

n. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;

- (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except your club members or "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury on Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation and Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while taking part in athletics.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

h. Nuclear Energy Liability

Expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, COVERAGE C MEDICAL PAYMENTS

This insurance does not apply to:

1. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (1), (2), or (3) above is directed.

This exclusion applies:

- (1) Whether any insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

2. Fungi or Bacteria

- a. "Bodily injury," "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

3. Asbestos

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the actual, alleged or suspected:
 - (1) Inhalation, ingestion or prolonged physical exposure to asbestos in any form or goods or products containing any form of asbestos;
 - (2) Use of any form of asbestos in constructing or manufacturing any goods, products or structure;
 - (3) Removal of any form of asbestos from any goods, products or structure, or from any body of water and/or watercourse, including but not limited to an ocean, lake, estuary or marsh, or any land and/or soil of any nature whatsoever;
 - (4) Manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
 - (5) Payment for the investigation or defense of any claim or "suit" or any loss, cost, expense, fine or penalty related to (1), (2), (3), or (4) above.
- b. Any loss, cost or expense arising out of any request, demand or order that any insured or others identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize, or mitigate or in any way respond to, or assess the effects of asbestos; or repair, replace, or improve any property as a result of such effects; or
- c. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxify-

ing, decontaminating, neutralizing, or mitigating or in any way responding to or assessing the effects of asbestos; or repairing, replacing or improving any property as a result of such effects.

4. Lead Contamination Exclusion

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the actual or alleged or suspected:
 - (1) Ingestion, inhalation, absorption, or prolonged physical exposure or threat of exposure to lead in any form, or goods or products containing any form of lead; or
 - (2) Use of any form of lead in constructing or manufacturing any good, product or structure; or
 - (3) Removal of any form of lead from any good, product or structure, or from any body of water and/or watercourse, including but not limited to an ocean, lake, estuary or marsh, or any land, and/or soil of any nature whatsoever;
 - (4) Manufacture, sale, transportation, storage or disposal of lead or goods or products containing any form of lead; or
 - (5) Payment for the investigation or defense of any claim or "suit" or any loss, cost, expense, fine or penalty related to (1), (2), (3), or (4) above.
- b. Any loss, cost or expense arising out of any request, demand or order that any insured or others identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize, or mitigate or in any way respond to, or assess the effects of lead; or repair, replace or improve any property as a result of such effects; or
- c. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing, or mitigating or in any way responding to, or assessing the effects of lead; or repairing,

replacing or improving any property as a result of such effects.

5. Terrorism

Any "bodily injury", "property damage" or "personal and advertising injury" directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause of event contributing concurrently or in any other sequence to such damage or injury:

- a. War, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. Any act of terrorism. As used herein, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or put the public, or any section of the public, in fear.
- c. This exclusion also applies to damages and any other cost or expense of whatever nature, directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a. and/or b. above.

6. Professional Liability

"Bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render a professional service relating to the following:

- a. Firearms Instruction
- b. Self Defense Instruction
- c. Refuse to be a Victim Instruction
- d. Gunsmith Apprenticeships or Training
- e. Reloading Instruction

7. Class Actions

"Bodily injury", "property damage", "personal and advertising injury" alleged in any "class action" or putative "class action" brought against

any insured, whether such "class action" be under any federal, state or foreign, statutory, regulatory or common law and regardless of whether the class is certified.

8. Named Insured versus Named Insured

"Bodily injury" or "property damage" arising from any claim or "suit" brought by any named insured against any other named insured or "personal and advertising injury" arising from any claim or "suit" brought by any insured or former member against any insured.

9. Punitive Damages

Punitive, exemplary, special or consequential damages or the multiple portion of any damages award.

10. Criminal Acts

"Bodily injury", "property damage" or "personal and advertising injury" arising out of

- a. a criminal act committed by any insured, or
- b. any criminal act in which an insured is an accomplice, participant, or in which an insured has assisted or directed in any way whatsoever, whether any insured's actions are deemed intentional or not.

11. Anti-Stacking of Limits

With respect to any premises or property located on any premises which is owned or occupied in whole or in part by the named insured **and** which is specifically scheduled under another policy issued by this insurance company, this insurance does not apply to "bodily injury", "property damage", "personal injury and advertising injury", arising out of:

- a. The ownership, maintenance or use of such premises
- b. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
- c. Goods or products manufactured at or distributed from those premises.

12. Self- Inflicted Injury

"Bodily injury" which :

- a. is self-inflicted on him or herself by any person regardless of whether it was intentional or not; or
- b. is self-inflicted bodily injury in which any insured is a participant or in which an insured has assisted or directed in any way whatsoever, whether the insured's actions are deemed intentional or not.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance of this policy. We do not have to furnish these bonds, and we have no obligation to pay for bonds including amounts in excess of our limits.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment paid by us within our limits. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the part of any judgment within our limits that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. The Named Insured.
- 2. Each of the following is also an insured:
 - a. Your members, "executive officers", "employees" or your "volunteer workers", but only with respect to their liability while performing duties required for the insured club's activities. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to a "co-employee" while in the course of his or her employment or while performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that "co-employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
 - (d) Arising out of the providing or failure to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you any of your members, "executive officers" "employees" "volunteer workers".
 - b. Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a "co-employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. With respect to any "hired auto" or "non-owned auto," each of the following is an insured under this insurance to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. Any partner or "executive officer" of yours, using a "non-owned auto", but only while such "non-owned auto" is being used in your business;
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under **a**, **b**, or **c** above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any "co-employee" of such person injured in the course of employment or to the spouse, child, parent, brother or sister of that "co-employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business";
- d. The owner or lessee (of whom you are a sub-lessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of such owner or lessee;

- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

5. Any person or organization legally responsible for the use of watercraft you own and that is less than 26 feet with maximum of 150 HP provided the actual use is with your permission and use of watercraft is limited to transporting hunters to hunt sites, placing or retrieving of decoys (or similar hunting paraphernalia), or fishing is an insured but only with respect to the use of such watercraft.

6. Any landowner shown in a Certificate of Insurance issued by this Company is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Certificate of Insurance and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

7. A Corporation Sponsor or Co-Sponsor shown in a Certificate of Insurance issued by this Company is an insured, but only with respect to liability as co-sponsor of a specified club sponsored event, taking place during policy period and shown in the Certificate of Insurance. However; coverage afforded under this provision:

- a. Is excess over any of the other insurance, whether primary, excess, contingent or on any other basis.
- b. As a condition of this insurance, the named Corporation Sponsor or Co-Sponsor shall maintain primary Commercial General Liability Coverage.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, or explosion while rented to you or temporarily occupied by you with permission of the owner.
 The Damage To Premises Rented To You Limit is \$300,000, unless a different Limit is shown in the Declarations.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.
 Regardless of the Medical Expense Limit otherwise applicable, the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one club member is \$5,000.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Notice of an "occurrence" or offense is not notice of a claim.

- b. If a claim is received by any insured, you must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the insured covering a loss that is also covered by this policy, the insurance afforded by this policy shall be excess of such insurance. This insurance shall not be primary or contributory to any other insurance unless such condition is specifically endorsed to this policy. Nothing contained herein shall be construed to make this policy subject to the terms, conditions and limitations of any other insurance.

If other insurance is written as specific excess insurance over the limits of liability of this insurance, then this insurance shall be primary. When this insurance is excess insurance, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against the "suit". If no other insurer defends, we will undertake to do so, but will be entitled to the insured's rights against all other insurers.

Without limiting the foregoing and in consideration of the premium charged, this policy is also expressly excess of: (1) any directors and officers insurance policy; and (2) any homeowners insurance policy.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Service of Suit

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made as follows:

For policies issued in all states except California, Illinois and Kentucky service may be made upon

Fields, Howell, Athans & McLaughlin, LLP
191 Peachtree Street, N.E.
Suite 4600
Atlanta, Georgia 30303

For policies issued in California service may be made upon

Eileen Ridley
FLWA Service Corp.
c/Foley & Lardner LLP
555 California Street, Suite 1700
San Francisco, CA 94104-1520

For policies issued in Illinois service may be made upon

Underwriters Lloyd's London (IL)
181 W. Madison Street, Suite 3870
Chicago IL 60602

For policies issued in Kentucky service may be made upon

Lloyd's Kentucky, Inc.
200 West Main Street
Frankfort, KY 40601-1806

and that in any suit instituted against any one of them upon contract; Underwriters will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance and hereby designate the above mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means

- a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. "Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos."
- 4. "Bodily injury" means physical bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" does not include mental injury, mental anguish, emotional distress, psychological, or psychiatric conditions.
- 5. "Class action" means an action in which a representative plaintiff sues or a representative defendant is sued on behalf of a class of plaintiffs or defendants who have the same interests in the litigation as their representative and whose rights or liabilities can be more efficiently determined as a group than in a series of individual suits.
- 6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

- 7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document. "Executive officer" does not include club members acting in their capacity as duly elected officers of the club.
- 9. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- 10. "Hazardous properties" includes radioactive, toxic or explosive properties
- 11. "Hired auto" means any "auto" you lease, hire, or borrow. This does not include any "auto" you lease, hire, or borrow from any of your "employees" or members of their households, or from any partner or "executive officer" of yours.
- 12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
- 13. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire lightning, or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;

- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any contract or agreement entered into, as part of your business by you or any of your "employees" pertaining to the rental or lease of any "auto";
However "insured contract" does not include that part of any contract or agreement:
 - (1). That pertains to the loan, lease, or rental of any "auto" to you or any of your "employees", if the "auto" is loaned, leased, or rented with a driver; or
 - (2). That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
- 14.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15.** "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos" unless their gross vehicle weight is less than 1,000 pounds:
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- 17.** "Non-owned auto" means any "auto" you do not own, lease, hire, or borrow which is used

in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

18. "Nuclear facility" means:

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

19. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

20. "Nuclear material" means "source material", "Special nuclear material" or "by-product material".

21. "Occurrence" means an accident or series of accidents, including continuous or repeated exposure to substantially the same general harmful conditions, and all losses or damages that are attributable directly or indirectly to one accidental cause or to one series of similar accidental causes. All such exposure or losses will be added together and the total amount of such exposure or losses will be treated as one "occurrence" regardless of the period of time or area over which such losses occur.

22. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, but does not include slander or libel against you, your members, or your former members;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement". Advertising idea means a unique method of promoting one's goods or services and does not include formats of advertising, including but not limited to telephone calls, facsimiles, mass emails, flyers, billboards, signs, and commercials; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

23. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

24. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

25. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property. Damage to reputation, goodwill, acceptance in the marketplace, and other similar harms do not constitute damage to tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 26. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.**
- 27. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".**
- 28. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

29. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

30. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

31. "Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

32. "Your work":

- a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

- b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work" and

(2) The providing of or failure to provide warnings or instructions.

33. "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULLY EARNED MINIMUM PREMIUM ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

FULLY EARNED MINIMUM PREMIUM

COMMON POLICY CONDITIONS, Condition A. Cancellation section 5 is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata: The total premium retained by the company shall not be less than 100%. The cancellation will be effective even if we have not made or offered a refund.

The following conditions are added:

MINIMUM AND DEPOSIT PREMIUM

It is agreed that this policy is written on an adjustable basis subject to a minimum and deposit premium as stated in the policy declarations. For the purposes of this policy, the term minimum premium and deposit premium shall be defined as follows:

Deposit Premium – That premium which is stated in the policy declarations and payable in full by the first named insured at the inception of the policy.

Minimum Premium – Is the lowest amount for which this insurance will be written for the policy period.

All other terms and conditions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
NAME OF PERSON OR ORGANIZATION
Per Attached Schedule

SECTION II – LIABILITY is changed as follows:

- A. SECTION II – WHO IS AN INSURED**, is amended to include as an additional insured any person(s) or organization(s) shown in the Schedule or on a Certificate of Insurance issued by the Company, whom you are required to add as an additional insured to this policy by a written contract or written agreement that:
1. Is currently in effect, or becoming effective, during the term of this policy; and
 2. Was executed by you prior to any “bodily injury,” “property damage,” “personal and advertising injury.”
- B.** The insurance provided to the additional insured by this endorsement applies as follows:
1. That person or organization is an additional insured, but only with respect to “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or part, by your negligent acts or omissions:
 - a. In connection with premises you own, rent, lease, or occupy; or
 - b. In the performance of your ongoing operations.
 2. There is no coverage for the additional insured for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.
 3. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

If a claim involves some conduct on the part of the Named Insured and some on the part of the Additional Insured, Underwriters will only contribute on a pro rata basis, to the extent the Additional Insured has other responsive insurance coverage.

- C. If the additional insured is a Lessor of Equipment, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- D. If the additional insured is a **State or Political Subdivision** and has issued a permit in connection with premises you own, rent, or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
1. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decoration and similar exposures;
 2. The construction, erection, or removal of elevators; or
 3. The ownership, maintenance, or use of any elevators covered by this insurance.
- E. If the additional insured is a **State or Political Subdivision** that has issued a **Permit** with respect to operations performed by you or on your behalf.
This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- F. If the additional insured is a **Manager or Lessor of Insured Premises**, that person or organization is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
This insurance does not apply to:
1. Any "occurrence" that takes place after you cease to lease that premises, or
 2. Structural alterations, new construction or demolition operations performed by or for that person or organization.
- G. If the additional insured is an **Owner or Other Interest from Whom Land Has Been Leased**, that person or organization is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:
This insurance does not apply to:
1. Any "occurrence" that takes place after you cease to lease that land; or
 2. Structural alterations, new construction or demolition operations performed by or for that person or organization.
- H. If the additional insured is a **Mortgagee, Assignee, or Receiver**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.
- I. If the additional insured is **Controlling Interest**, that person or organization is an additional insured but only for their liability arising out of:
1. Their financial control of you; or
 2. Premises they own, maintain or control while you lease or occupy those premises.
- This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

J. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, is amended as follows:

- 1.** The following is added to subparagraph **b**:
Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory, if a written contract or agreement between you and the additional insured specifically requires that this insurance be primary.
- 2.** Condition **8. Transfer of Rights of Recovery Against Others To Us** is amended by adding the following:
We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to loss.

K. Exclusion:

With respect to the insurance afforded the additional insured by this endorsement, the following additional exclusion applies:

This insurance does not apply to:

- 1.** “Bodily injury” or “property damage” occurring after:
 - a.** all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - b.** that portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.
- 2.** “Bodily injury,” “property damage,” “personal and advertising injury” caused by the rendering of or failure to render any professional services.
- 3.** Any claims, including but not limited to those for “bodily injury,” “property damage” and/or “personal and advertising injury,” arising under the federal Telephone Consumer Protection Act (47 U.S.C.A. 227) and/or claims made under any similar, related, and/or equivalent state law and/or any claims related to telephonic solicitations, electronic solicitations, telemarketing, automatic dialing systems, artificial voice messages, pre-recorded voice messages, short message service, texting, and/or use of fax machines.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which it is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMBINATION ENDORSEMENT B

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM FOR GUN OR HUNT CLUBS

SCHEDULE*

CERTIFIED FIREARMS INSTRUCTORS PROFESSIONAL LIABILITY LIMIT	\$100,000
LEGALLY POSSESSED FIREARM SELF DEFENSE COVERAGE LIMIT	\$50,000
DAMAGE TO ORGANIZATIONAL PARAPHERNALIA PROPERTY LIMIT OF INSURANCE	\$5,000

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

I. DAMAGE TO ORGANIZATIONAL PARAPHERNALIA

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended as follows:

- A. Paragraphs (1), (3) and (4) of exclusion j. do not apply to "property damage" to Organizational Paraphernalia consisting of property such as Taxidermy Displays, Historical Firearms, Flags, Banners, Uniforms and similar property, in the care, custody or control of the Named Insured.
- B. The most we will pay for loss or damage under this endorsement is the Organizational Paraphernalia Property Limit of Insurance shown in the Schedule.
- C Covered Property does not include contraband, or property in the course of illegal transportation or trade

II. CERTIFIED FIREARMS INSTRUCTORS PROFESSIONAL LIABILITY COVERAGE

- A. The following is added to **SECTION I COVERAGES**

COVERAGE D. CERTIFIED FIREARMS INSTRUCTORS PROFESSIONAL LIABILITY

1. Insuring Agreement

- a. We will pay those sums you are legally obligated to pay as damages resulting from a "wrongful act" arising out of the conduct of your services as a "firearms instructor". The "wrongful act" must take place within the "coverage territory" during the policy period.
- b. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **D**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A, B, D** and **E**.

2. Exclusions

This endorsement does not apply to:

- a. "Bodily injury", "property damage", or "personal injury". This exclusion will not apply if the "bodily injury", "property damage" or "personal injury" occurs as a result of the insured's "wrongful act";

- b. Claims or "suits" brought by any other person or organization insured under this Policy;
- c. Liability imposed solely by any governmental statute or regulation which does not otherwise arise directly out of your "wrongful act";
- d. Breach of any express warranty or guarantee;
- e. Demands of injunctive or non-monetary relief or loss of use or value;
- f. Dishonest, fraudulent, criminal, illegal, intentional, or malicious act, error, or omission;
- g. "Wrongful act" arising out of any Insured's failure to have or to obtain a license or any other permit as required by law, statute, or regulation;
- h. Bodily injury, property damage or personal injury which is expected or intended regardless of whether or not you expected or intended the specific injury or damage sustained or believe specific injury or damage occurred;
- i. Liability you assume under any contract or agreement. This exclusion will not apply to liability;
 - 1. You assume under contract or agreement, which arises solely from your "wrongful act";
 - 2. Which would arise against you in the absence of the contract or agreement; or
 - 3. For bodily injury, property damage or personal injury occurring or which begins to occur prior to the execution of the contract or agreement.
- j. Bodily injury or property damage because of "wrongful acts" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion, revolution, or terrorism.
- k. Liability arising out of a "wrongful act" while intoxicated or under the influence of an illegal substance or drug.

B. With respect to coverage provided by **COVERAGE D, SECTION II - WHO IS AN INSURED** is replaced by the following:

SECTION II – WHO IS AN INSURED

- 1. The Named Insured.
- 2. Your club members while acting in the capacity of a Certified "Firearms Instructor", but only with respect to activities or events sponsored or operated by the Named Insured.

III. LEGALLY POSSESSED FIREARM SELF DEFENSE COVERAGE

A. The following is added to **SECTION I COVERAGES**

COVERAGE E. LEGALLY POSSESSED FIREARM SELF DEFENSE COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the Named Insured becomes legally obligated to pay as damages excess over and above any other valid and collectible insurance because of because of "bodily injury" or "property damage" caused by the use of a "legally possessed firearm" by an active club member of the named insured while engaged in an "act of self defense". We will have the right and duty to defend the named insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **E** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A, B, D** and **E**.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of **Section II – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section II – Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section II – Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This endorsement including Coverage D. and E. does not apply to:

- a. **Coverage A Exclusions** "Bodily injury" or "property damage", excluded under Coverage A.
- b. **Paint Gun Competition** "Bodily injury" or "property damage" arising from a paint gun competition.
- c. **Occupational Exclusion** Any claim or liability arising out of any club member's employment, occupation, profession, trade or work.
- d. **Professional Service Exclusion** The rendering of or failing to render any professional service.
- e. **Rupture Exclusion** "Bodily injury" or "property damage" caused directly or indirectly by the explosion or rupture of cartridges or shotgun shells which have been manufactured, produced, assembled, by the any club member.
- f. **Criminal Activity** "Bodily injury" or "property damage" arising out of any actual or alleged criminal activity or caused by or during any actual or alleged criminal act of any club member.
- g. **Intoxicant Exclusion** Any claim arising out of the performance of a criminal act or caused by any club member while under the influence of alcohol, intoxicants, narcotics or any other mind-altering substance, as defined by applicable local, state or federal laws.

B. With respect to coverage provided by **COVERAGE E, SECTION II - WHO IS AN INSURED** is replaced by the following:

SECTION II – WHO IS AN INSURED

- 1. The Named Insured.

IV. A. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is revised to read: **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D AND E**

B. The following is added to **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D AND E**

3. The Company shall not defend the named insured or any individual club member nor be obligated to pay for costs and expenses incurred in the defense of any criminal proceeding against the named insured or any individual club member under Insuring Agreements E
4. This endorsement shall not apply to defense, investigation, settlement or legal expenses covered by any other valid and collectible insurance under Insuring Agreements E.

V. SECTION III - LIMITS OF INSURANCE is replaced by the following

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B;
 - d. Damages under Coverage D; and
 - e. Damages under Coverage E
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, and 8. and 9. below, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A, Coverage D and Coverage E; and
 - b. Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" or a "wrongful acts" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, or explosion while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is \$300,000, unless a higher Limit is shown in the Declarations.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

Regardless of the Medical Expense Limit otherwise applicable, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one club member is \$5,000.

8. Subject to 5. above, the Certified Firearms Instructors Professional Liability Limit is the most we will pay under Coverage **D** for all "wrongful acts" arising out of any one "occurrence".
9. Subject to 5 above, the Legally Possessed Firearm Self Defense Coverage Limit is the most we will pay under Coverage **E** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

VI. The following definitions are added to SECTION V – DEFINITIONS

"Act of self defense" shall mean the act of defending one's person by the actual or threatened use of a "legally possessed firearm" as may be authorized by any applicable local, state or federal laws of the state or jurisdiction within which the "bodily injury" or "property damage" occurs. **"Act of self defense"** includes the rendering of emergency assistance solely at the request of a uniformed law enforcement officer.

"Firearm" shall mean a weapon, other than a fully automatic weapon, from which a projectile is discharged by gunpowder or by pressure of compressed air.

"Firearms Instructor" means a person who is licensed and certified to teach and train in the use of firearms

"Legally possessed firearm" shall mean a **"firearm"** possessed by the named insured or any individual club member in accordance with any applicable local, state or federal laws of the state or jurisdiction within which the "bodily injury" or "property damage" occurs.

"Wrongful Act" or **"wrongful acts"** means any negligent act, error, misstatement, misleading statement, or omission in the performing or failing to perform services as a **"firearms instructor"**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises:

Any location or operation: 1) Which is owned in whole or in part by the individual or organization shown as a Named Insured in the Declarations and 2) Which is specifically scheduled under another policy issued by this Insurance Company.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises;

2. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
3. Goods or products manufactured at or distributed from those premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MALICIOUS USE OF BIOLOGICAL OR POISONOUS CHEMICAL MATERIALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
VOLUNTARY EXCESS PERSONAL LIABILITY COVERAGE
CERTIFIED SAFETY INSTRUCTORS LIABILITY COVERAGE
GUN SHOW LIABILITY COVERAGE

This insurance does not apply to loss, damage, cost, or expense of any nature directly or indirectly cause by, resulting from, or in connection with, the actual or threatened malicious use of pathogenic or poisonous "biological materials" or "chemical materials" regardless of any other cause or event contributing concurrently or in any other sequence thereto.

"Biological Materials" mean bacteria, viruses, prions, or fungi which may cause infection, allergy, toxicity or otherwise create a hazard to human health. Fungi include mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

"Chemical Materials" mean solid, liquid, or gaseous substances that produce an effect on a living organism by acting on the body tissue, or in an environment by interacting with air, water, and/or soil.